IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT :

THE HONOURABLE MR. JUSTICE K.PADMANABHAN NAIR

THURSDAY, THE 19TH JULY 2007 / 28TH ASHADHA 1929

MFA.No. 893 of 2001(B)

OPMV.3/1996 of MOTOR ACCIDENT CLAIMS TRIBUNAL, THALASSERY

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APPELLANT: PETITIONER IN OP (MV)

K.MUSTAFA, S/O.ANDHRU, 38 YEARS,
TRADER, KEETHADATH HOUSE,
POST IRIKKUR, THALIPARAMBA TALUK.

BY ADV. SRI.P.K.VIJAYAN
SMT.K.V.JAYALAKSHMY

RESPONDENTS:

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1. K.MUHAMMED KUNHI,
S/O.HAMSA HAJI,
FAROOK NAGAR, THALIPARAMBA POST.

2. KOVAPURATH MOHAMMED BASHEER,
S/O.ERAMU, 38 YEARS,
AYIKKARA, KANNUR.

3. THE ORIENTAL INSURANCE COMPANY LTD.
THALIPARAMBA, POLICY NO.441605/0418/00000/M.V/94/2203/RB

BY ADV. SRI.M.JACOB MURICKAN

THIS MISC. FIRST APPEAL HAVING BEEN FINALLY HEARD ON 19/07/2007, THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:

K.PADMANABHAN NAIR, J.

M.F.A.No. 893 of 2001

Dated this the 19th July, 2007.

J U D G M E N T

The petitioner in O.P.(M.V.) No.3/1996, on the file of the Motor Accidents Claims Tribunal, Thalassery, is the appellant. The appellant filed a petition claiming compensation, on account of injury he sustained in a motor vehicle accident. It was averred that at about 9.30 p.m. on 4.4.1995, while he was walking along the side of the road, he was knocked down by a car bearing Registration No.KL-13-A/3169, driven by the second respondent, in a rash or negligent manner. The first respondent was impleaded as the owner of the car and 3rd respondent was the Insurer. The first respondent did not appear and contest the matter. The second respondent though appeared did not file any written statement. The third respondent alone filed the written statement denying the allegation that the accident occurred due to the negligence of the driver. It was contented that there was no valid policy of insurance on the date of accident. The Tribunal, after evidence, found that the accident occurred due to the negligence of the driver of the vehicle. It was found that the appellant was entitled to get a compensation of

Rs.17,550/=. Relying on Ext.B1 policy, the Tribunal found that the period of coverage of the policy expired prior to the date of accident, and as on the date of accident, there is no valid policy of insurance in respect of the vehicle. Hence, the Insurer was exonerated and the owner and driver of the vehicle were directed to pay the compensation. Challenging that award, this appeal is filed.

2. It is seen that the Tribunal has awarded an amount of Rs.250/= towards the transportation charges, Rs.300/= for hospitalisation and Rs.500/= for treatment expenses. The appellant was also granted an amount of Rs.4500/= towards loss of earnings, Rs.8000/= for pain and sufferings, and Rs.4000/= for loss of amenities. The compensation awarded under various heads are reasonable. The appellant only sustained fracture distal ¼ ulna right side with multiple abrasions. So, I do not find any reason to interfere with the quantum of compensation awarded in these counts. The appeal is devoid of any merits, and the same is only to be dismissed.

In the result, the appeal is dismissed.

K.PADMANABHAN NAIR,
JUDGE

nj.

K.PADMANABHAN NAIR, J.

M.F.A.No.893 of 2001

J U D G M E N T

Dated:19th July, 2007.